

REMARKS

Initially, Applicant would like to express appreciation to the Examiner for the courtesies that were extended to Applicant's representative during the in person interview held on August 15. The amendments and remarks made by this response are consistent with the interview discussions.

The Non-Final Office Action, mailed May 30, 2007, considered claims 1-12, 22-47, and 49-51 were rejected under 35 U.S.C. § 103 (a) as being unpatentable over Klaus (7,080,020) in view of Sweeney et al. (2002/0032646).¹ Claims 7 and 8 were also rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for purportedly failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. In view of the current amendments, these rejections are now moot.

In response to the Office Action and in an effort to promote clarity and consistency with the claims, various claim amendments have been made by this paper. In particular, claims 1-4, 6, 11, 12, 22, 37, 40-43, 45 and 48 have been amended and new claim 52 has been added, such that claims 1-12, and 22-52 remain pending, of which claims 1, 22, 37, 40 and 52 are the only independent claims at issue.

As discussed during the interview, the present invention is generally directed toward embodiments for facilitating the negotiation of reinsurance of a risk within a network system that includes a host system interposed between a cedent and a plurality of assumers. The negotiation includes various stages of communication between the cedent and assumers through the host system. The embodiment in claim 1, for instance, recites a method for facilitating such a negotiation from the perspective of the host system.

As recited in claim 1, the host system first receives a submission of a risk for reinsurance from the cedent that describes the origin of the risk for which reinsurance is being sought and that is based on information entered by the cedent. Then, the host conveys this submission to a plurality of assumers of reinsurance risk who respond with an indication that they are interested in negotiating for reinsurance of the risk. The host, upon receiving this information, passes it to

¹ Although the prior art status of the cited art is not being challenged at this time, Applicant reserves the right to challenge the prior art status of the cited art at any appropriate time, should it arise. Accordingly, any arguments and amendments made herein should not be construed as acquiescing to any prior art status of the cited art.

the cedent. The host then receives at least one negotiation reply from the cedent in response to the conveyed responses from the plurality of assumers. The host system stores a negotiation history of the various communications involved in the negotiation process including at least the submission, the one or more responses and the at least one additional negotiation at a host system. The host system also provides an interface for viewing the stored negotiation history. The amendment to claim 1 clarifies that this negotiation begins with one cedent submitting a request intended for a plurality of assumers.

Independent claim 40 is directed to a corresponding computer program product having computer-executable instructions for implementing the method of claim 1.

The method of claims 23 recites a similar embodiment to the method of claim 1, only recited from the perspective of the cedent system. Claim 37 also recites a similar method that is recited from the perspective of one of the plurality of assumers in contact with the cedent. With specific regard to claims 23 and 37, it will be noted that the limitations recited in claim 1 are also recited in claims 23 and 37, only from the perspective of the cedent and assumer, respectively.

The last independent claim, new claim 52, is directed to another method recited from the perspective of the host system, similar to the method of claim 1, but further incorporating additional functionality and limitations provided by the host system interface. Support for the claim 52 embodiment is found throughout the application, including the disclosure found in paragraphs [0068] through [0094] and figures 6 through 8.

It is noted that both of the references used to reject the claims, Klaus and Sweeney, are directed to embodiments for negotiating reinsurance of risks. However, as clarified during the interview, Klaus and Sweeney fail to teach or suggest the embodiments that are recited in the pending claims. For example, Klaus and Sweeney both fail to teach or suggest, among other things, any embodiment that involves the negotiation and submission of risks for reinsurance between one cedent and a plurality of assumers, such as claimed, for example, in the present application in combination with the other recited claim elements.

In fact, Klaus appears to be directed to an opposite embodiment, in which a single assumer manages risks and negotiations with a plurality of cedents. In Klaus, an assumer posts proposals on a server and specifies which cedents will be able to view each proposal. [Col 6, ll. 41, 47-55]. Cedents are then able to view the proposals and accept them. Klaus clearly fails to

teach that the submission of risk is sent from a single cedent to a plurality of assumers or that a cedent may further negotiate with the plurality of assumers. The interactions between the cedent and assumer in Klaus are limited to a posting by the assumer followed by an acceptance by the cedent of the terms as set forth in the posted assumer proposal.

Sweeney, on the other hand, discloses an online bulletin board that provides email management for tracking and grouping negotiations between parties. However, Sweeney, like Klaus, also fails to disclose or suggest any embodiment in which a cedent submits a risk for reinsurance to a plurality of assumers and wherein the negotiations are managed through a host system, as claimed in combination with the other recited claim limitations.

Accordingly, for at least the foregoing reasons, as well as the others discussed during the interview, it is clear that Klaus and Sweeney fail to render the pending claims obvious.

Notwithstanding the distinctions between the pending claims and the cited art, Applicant has presented another claim (claim 52), which is even further distinguishing from the cited art. Claim 52 is more limiting than some of the other recited claims, inasmuch as claim 52 further requires an interface with capabilities to monitor the details of the ongoing negotiations such as by providing the buttons for submitting a specific request (offer, counteroffer, refuse, etc.). This functionality provides the system with the ability to track the details of each negotiation. This feature is clearly absent from Klaus and Sweeney, which merely disclose the use of general communications such as email without providing functionality for "knowing" the type of communications being sent. This feature can facilitate the sharing of information by standardizing what information is presented and the way in which information is presented during negotiations. When the communications are limited to email type communications as in Klaus and Sweeney, the parties involved may have difficulty of familiarizing themselves with the content, format, and methodology that the other party uses in presenting its services. The embodiment recited in claim 52, on the other hand, removes these difficulties by providing a standardized negotiation interface/tool for enabling all users to negotiate in a standardized way. In this manner, the host system can also be informed of the status of each negotiation (such as whether the negotiation is at an offer, counteroffer, or acceptance stage). For at least these reasons, as well as the other reasons discussed above with regard to the other independent claims, Applicant respectfully submits that claim 52 is also distinguished from the cited art.

Applicant also respectfully submits that all of the rejections to the claims are now moot in view of the foregoing amendments and discussions and such that each rejection to the dependent claims does not need to be addressed individually at this time. It will be appreciated, however, that this should not be construed as Applicant acquiescing to any of the purported teachings or assertions made in the last action regarding the dependent claims or cited art, including any official notice. Instead, Applicant reserves the right to challenge any of the purported teachings or assertions made in the last action at any appropriate time in the future, should the need arise.²

In the event that the Examiner finds remaining impediment to a prompt allowance of this application that may be clarified through a telephone interview, the Examiner is requested to contact the undersigned attorney at 801-533-9800.

Dated this 21st day of August, 2007.

Respectfully submitted,



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² Furthermore, to the extent that the Examiner has relied on any Official Notice, explicitly or implicitly, Applicant specifically requests that the Examiner provide references supporting the teachings officially noticed, as well as the required motivation or suggestion to combine the relied upon notice with the other art of record.